

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 05-292

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed bid for:

**PUBLISHING THE CITY OF LINCOLN AND LANCASTER COUNTY'S
LEGAL ADVERTISING NOTICES AND ALL OTHER VERBIAGE
NECESSARY TO CONDUCT BUSINESS SUCH AS NOTICE TO
BIDDERS, REQUEST FOR PROPOSALS, COUNCIL AGENDA,
PLANNING COMMISSION MEETINGS, PERSONNEL NOTICES, AND
ELECTRONIC EMPLOYMENT NOTICES FOR A PERIOD OF THREE
YEARS**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **December 07, 2005** in the office of the Purchasing Agent of the City of Lincoln, Nebraska, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the K Street Complex conference room.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

PROPOSAL
SPECIFICATION NO. 05-292
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, December 07, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR
PUBLISHING LEGAL NOTICES AND ALL OTHER
VERBIAGE NECESSARY TO CONDUCT BUSINESS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE PER LINE</u>
1.	Cost per Line of First Insertion	_____
2.	Cost per Line of Second Insertion	_____
3.	Cost per Line of Third Insertion	_____
4.	Cost per insertion of City Council Agenda	_____
5.	Cost of Personnel Notices	_____
6.	Cost of Electronic Employment Advertisements	_____

Prices proposed herein shall remain firm for the term of the contract? Yes _____ No _____

Column Width _____ Pica, Point Type _____ Type Style _____

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____**YES** _____**NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 1 COMPLETE COPY OF PROPOSAL AND SUPPORTING
MATERIAL.**

**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 05-292**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

**SPECIFICATIONS
FOR
PUBLICATION OF THE CITY OF LINCOLN AND
LANCASTER COUNTY'S NOTICES**

1. PUBLICATION

- 1.1 Publication shall be in accordance with all applicable Nebraska State Statutes.
- 1.2 All publications referred to herein shall appear in a legal newspaper for publication of legal and other official notices.
- 1.3 In addition, the newspaper shall contain news reporting happenings of recent occurrences of a varied character such as social, moral, religious and other subjects of similar nature local or foreign, intended for the information of the general reader along with the presence of the advertisements not appealing to any particular class, trade or profession.
- 1.4 Newspaper shall have a bona fide general circulation of not less than 300 paid subscriptions daily and weekly and shall have been published and/or circulated within Lancaster County for 52 consecutive weeks prior to the publication of such notices and be printed either in whole or part in an office maintained at the place of publication.
- 1.5 The requirements defined in this section of the specifications shall be complied with fully and will be used as part of the evaluation criteria in determining the lowest responsible bid.

2. PUBLICATION SCHEDULES

- 2.1 The following schedule will be used for insertion of the legal notices in the newspaper by the publisher (no variation):
 - 2.1.1 Monday - Liquor Hearings. Notice shall appear not less than five (5) days prior to scheduled meeting date, time and location.
 - 2.1.2 Wednesday - Planning Commission Meeting Hearings. Notice shall appear not less than eight (8) days prior to scheduled meeting date, time and location.
 - 2.1.3 Wednesday - Advertise for Notice to Bidders, and Contractors. Notice shall appear not less than ten (10) days prior to the scheduled opening date, time and location.
 - 2.1.4 Thursday - Board of Zoning Appeal Hearings. Notice shall appear not less than eight (8) days prior to scheduled meeting date, time and location.
 - 2.1.5 Friday-Ordinances passed by Council. Notices shall appear not more than eleven (11) days after passage.
 - 2.1.6 Friday - Advertisement for Notice to Bidders and Contractors. Notice shall appear not less than ten (10) days prior to scheduled opening, date, time and location.
 - 2.1.7 Saturday - Hearings before City Council on special permits and change of zone. Notice shall appear not less than eight (8) days prior to scheduled date, time and location.
- 2.2 ADDITIONAL PUBLICATION SCHEDULES
 - 2.2.1 The following legal notices will require publication on various days of the week once notice for publication has been received by the successful publisher:
 - 2.2.1.1 Special Meetings - Notice shall appear not more than twenty-four (24) hours prior to scheduled meeting date, time and place.
 - 2.2.1.2 Proclamations - Notice shall appear not less than ten (10) days and not more than forty (40) days before occurrence (i.e. elections, special elections and other items of proclamation).
 - 2.2.1.3 Notice to Property Owners on Special Assessments - Notice shall appear not less than ten (10) days prior to scheduled date, time and location.

- 2.3 **OTHER PUBLICATIONS**
 - 2.3.1 All other publications will be requested on an as-needed basis.
- 2.4 **CITY COUNCIL AGENDA**
 - 2.4.1 The publisher shall publish weekly the full City Council Agenda not less than two (2) days prior to the scheduled meeting date, time and place.
- 2.5 Should the publisher fail to publish on specified dates for specified items, they must publish it the next day free of charge to the City.
3. **Notification of Advertisement**
 - 3.1 Successful publisher shall provide an e-mail contact that all notices requiring agency shall be sent to.
 - 3.2 Notices shall be confirmed after notification.
 - 3.3 The electronic notification shall be able to accept the program format currently used by City Agencies.
4. **PROOF OF PUBLICATION**
 - 4.1 The successful publisher will provide an affidavit containing a certified copy of the advertisement as published.
5. **PRINTING SPECIFICATIONS**
 - 5.1 Column width shall be not less than 12.5 pica width with both vertical and horizontal rules between notices.
 - 5.2 Type shall be 5.5 or 6 pt. type providing not less than 12 lines of type per inch.
 - 5.3 Headings shall be in all bold caps. All other verbiage shall be caps and lower case letters.
 - 5.4 Refer to the attached example for style and type.
6. **PUBLICATION RATES**
 - 6.1 Shall be in accordance with State Statute 33-141 and shall not exceed those rates which are applicable to pica width and 5.5 or 6 point type as established by the Secretary of State, November 9, 1981.
7. **ELECTRONIC EMPLOYMENT ADS**
 - 7.1 The City is also interested in employment ads to be updated on a weekly basis.
 - 7.2 Service shall allow job seeker to electronically view job posting.
8. **TERM OF CONTRACT**
 - 8.1 Shall be for a three (3) year period.
 - 8.2 The successful bidder will be required to enter into a contract within ten (10) days after award of bid.
9. **ESCALATOR CLAUSE**
 - 9.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than the quoted price will disqualify the bid unless such maximum price or percentage of increase is definitely shown in the proposal in which case such higher price will be used for comparison of bids.
10. **BIDDING PROCEDURE**
 - 10.1 Submit your bid on the attached proposal form indicating your price per line of insertion.
 - 10.2 Failure to comply with the attached proposal form will result in automatic bid rejection.

11. **INVOICING**

11.1 Each invoice shall include the number of lines contained in the notice, the cost per line, total invoice amount and brief description of the notice.

12. **EXCEPTIONS TO THESE SPECIFICATIONS**

12.1 Any and all exceptions for sections one (1) through eleven (11) must be noted separately on your company letterhead.

12.2 Exceptions must be referenced by section number and line number.

12.3 Exceptions shall be examined as to their impact on City operations.

12.4 The City reserves the right to accept or reject any or all bids and to waive any irregularities.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.